

ELECTRONIC REPLICATION OF SHEET ON FILE WITH ICC
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**RIDER 32
CURTAILABLE SERVICE COOPERATIVE**

Applicable to Rate 6L and Rider CB

AVAILABILITY.

This rider is available to any Rate 6L customer and to any Rider CB participant (as defined in Rider CB) that signs the Commonwealth Edison Energy Cooperative Membership Agreement. A Rider CB participant may elect to have any or all of its accounts treated as one individual Member for service hereunder. Additionally, a Rate 6L customer that is part of a Rider CB participant may elect to receive individual service hereunder or to be included with the rest of the Rider CB participant. Service hereunder is not available to customers also taking service under Rate 18, nor in conjunction with Riders 26, 27, or 30. Service will not be provided hereunder if the customer uses the Company's firm service at another location to supply facilities used primarily as standby or back-up for facilities served hereunder.

For the initial term of contract, written application must be received by the Company with adequate lead time for the necessary equipment to be installed and to become fully operational prior to the beginning of the Curtailment Season.

PURPOSE.

The purpose of this rider is to defer the Company's need for additional capacity resources by reducing the Summer system peak load through prearranged voluntary customer load curtailment. This rider provides for billing credits to Rate 6L customers and Rider CB participants that have agreed individually, and as part of a group, to curtail the group's total electrical load upon notice by the Company.

COMMONWEALTH EDISON ENERGY COOPERATIVE.

The Commonwealth Edison Energy Cooperative (CEEC) is a group of the Company's Rate 6L customers and Rider CB participants that agree to curtail their electrical load when requested by the Company, as provided for within this rider. Membership in the CEEC is limited to Rate 6L customers and Rider CB participants taking service under this rider, and each Rate 6L customer and Rider CB participant taking service under this rider is a Member of the CEEC.

CUSTOMER'S CONTRACTED TARGET SERVICE LEVEL DURING CURTAILMENT.

For the contract, the Member shall specify a Target Service Level during Curtailment, which shall represent the level to or below which the Member will make reasonable efforts to reduce its demand during Curtailments.

• **ANNUAL CREDITS TO CEEC MEMBERS.**

The Company shall credit the Member's account for each year's participation in a single annual credit, to be applied no later than December 15 following the Curtailment Season. The Member shall receive credit for the kilowatts of its Member's Share of the CEEC Demand Reduction at the rate of: **\$35.00 per kilowatt.**

(Continued on Sheet No. 95.09.7)

OFFICIAL FILE

I.C.C. DOCKET NO. 11-0078

Exhibit No. 3

Witness

Date *5/1/97* Reporter *ck*

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CURTAILABLE SERVICE COOPERATIVE**

(Continued from Sheet No. 95.09.6)

*** ANNUAL CREDITS TO CEEC MEMBERS (CONTINUED).**

In the event that there are no Curtailments requested by the Company during the Summer, the Member's Share of the CEEC Demand Reduction will be the kilowatt difference between the Member's Average Peak and the Member's Target Service Level during Curtailment.

GENERAL DEFINITIONS & CONDITIONS.

Curtail:

The reduction of demand by a Member or a group of Members pursuant to a Notice of Curtailment. Upon such request, the Member will make all reasonable efforts to reduce demand on the Company's system to the contracted Target Service Level during Curtailment subject to the conditions herein.

Curtailment:

The period during which the Company has requested the CEEC Members to reduce their electric demands to their individual Target Service Levels during Curtailment.

Curtailment Season:

The Curtailment Season (Season) is during the Summer between 10:00 a.m. and 8:00 p.m. on Weekdays, Monday through Friday. For purposes herein, Weekdays do not include the days on which Independence Day and Labor Day are commonly observed.

Frequency of Curtailments:

Members shall not be obligated to Curtail more frequently than three times in any five consecutive Weekday period. Should any request for Curtailment exceed three requests for Curtailment in any five Weekday period, Members will use their reasonable efforts to respond to a request for such Curtailments. Actual demand achieved during such Curtailments shall be disregarded for purposes of calculating CEEC's Demand Reduction, and any such Curtailment shall be counted as six hours toward the Maximum Hours of Curtailment.

Length of Curtailments:

Each Curtailment will last a minimum of two hours and a maximum of six hours. Any Curtailment lasting less than two hours will be counted as two hours toward the Maximum Hours of Curtailment.

Maximum Hours of Curtailment:

Curtailments shall be requested for a maximum of 120 hours in aggregate each year.

*** Member:**

A Rate 6L customer or a Rider CB participant taking service under this rider.

(Continued on Sheet No. 95.09.8)

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**RIDER 32
CURTAILABLE SERVICE COOPERATIVE**

(Continued from Sheet No. 95.09.7)

GENERAL DEFINITIONS & CONDITIONS (CONTINUED).

Notice of Curtailment:

Using the monitoring/notification equipment, the Company will notify each Member not less than one hour prior to the beginning of each Curtailment.

Summer:

June 1 to September 30, inclusive.

Target Service Level during Curtailment:

The level of demand to which a Member contracts to reduce during a Curtailment.

CALCULATION DEFINITIONS, IN ORDER OF CALCULATION.

CEEC's Curtailment Demand: (A)

The maximum four hour running average of half hour total coincident demands of the CEEC Members during a Curtailment. For any Curtailment that is less than four hours in duration, this quantity will be disregarded.

CEEC's Actual Peak Demand: (B)

The highest total coincident half hour demand of all CEEC Members from noon to 5:00 p.m., weekdays during the Summer.

CEEC's Theoretical Peak Demand: (C)

The estimate of what the CEEC's Actual Peak Demand would have been if there had been no Curtailments during the Summer, as determined by the Company's Backcast Regression Model.

CEEC's Peak Demand: (D) = greater of (B) or (C)

The greater of the CEEC's Actual Peak Demand or the CEEC's Theoretical Peak Demand.

CEEC's Demand Reduction: (E) = (D) - (A)

CEEC's Peak Demand minus CEEC's Curtailment Demand for a Curtailment.

CEEC's Seasonal Average Demand Reduction: (F) = average of all (E)'s

The average of CEEC's Demand Reductions for all Curtailments of the Summer.

Member's Average Peak Demand: (G)

The average of the Member's four half hour demands which occur at the same time as the four highest total coincident half hour demands of the CEEC Members between the hours of 10:00 a.m. and 5:00 p.m., each on a separate Weekday, during the Curtailment Season.

(Continued on Sheet No. 95.09.9)

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RIDER 32
CURTAILABLE SERVICE COOPERATIVE

(Continued from Sheet No. 95.09.8)

CALCULATION DEFINITIONS, IN ORDER OF CALCULATION (CONTINUED).

Member's Curtailment Demand: (H)

The Member's average half hour demand during a Curtailment.

Member's Demand Reduction: (J) = (G) - (H)

The Member's Average Peak Demand minus the Member's Curtailment Demand, for a Curtailment.

Member's Seasonal Average Demand Reduction: (K) = average of all (J)'s

The average of the Member's Demand Reductions for all Curtailments of the Summer.

Group's Seasonal Average Demand Reduction: (L) = sum of all (K)'s

The sum of the Member's Seasonal Average Demand Reductions for all Members.

Member's Proportionate Share of the CEEC Demand Reduction: (M) = (K) / (L)

The ratio of the Member's Seasonal Average Demand Reduction to the Group's Seasonal Average Demand Reduction.

Member's Share of the CEEC Demand Reduction: (N) = (F) X (M)

The product of the Member's Proportionate Share of the CEEC Demand Reduction times the CEEC's Seasonal Average Demand Reduction.

SERVICE FACILITIES.

- * For a Rate 6L Member, the Company will furnish, own and maintain monitoring/notification equipment to be located on the Member's premises. Facilities to monitor more than eight meters will be provided under the applicable terms of Rider 6. The Member will furnish, install, own, and maintain low voltage wiring between the Company's revenue meters and the location of the monitoring equipment. Connection of the wiring to the meters and to the monitoring equipment will be made by the Company.
- * For a Rider CB Member, the Company will furnish, own, and maintain monitoring/notification equipment to be located at a single location at one of the Member's customer premises for the purposes of providing Notices of Curtailment to the Member and for monitoring the electric consumption at the Member's customer premises. The Company need not provide any Notices of Curtailment to any other location, and the Member shall have the sole and complete responsibility to transmit any notice received by it to its customer premises. The Member shall furnish, own, and maintain any communications equipment necessary to transmit meter data to the monitoring/notification equipment.

(Continued on Sheet No. 95.09.9.1)

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**RIDER 32
CURTAILABLE SERVICE COOPERATIVE**

*(Continued from Sheet No. 95.09.9)

SERVICE FACILITIES (CONTINUED).

- * The Member will provide the Company with a suitable location on the premises for the installation of the monitoring/notification equipment. This equipment, which may vary from time to time, together with any related software, shall remain the property of the Company, and shall be returned to the Company at the end of the contract term.
- * The Member will provide the Company with a dedicated telephone line from the monitoring/notification equipment to the Company's central monitoring/notification location.
- * The Member shall allow the Company's representatives access to the premises at which the monitoring/notification equipment is located during normal business hours, or such other times as the Company may reasonably request to install, inspect, maintain, and ultimately remove the monitoring/notification equipment.

CONTRACT PERIOD.

- * Each Member shall enter into a contract for service under this rider with an initial term of approximately five years. The initial contract will terminate on the December 31 following the fifth full Curtailment Season of the contract. Upon expiration of the initial or any renewal term of contract hereunder, the Member's contract shall be automatically renewed for a period of twelve months, unless written notification from the Member or the Company to terminate the contract is received at least thirty days in advance of the termination date.
- * After the Member's first full Curtailment Season, the Member or the Company may provide written notice of intent to discontinue service hereunder, with such service to discontinue outside a Curtailment Season. Subsequent to such notice, the Company will have three months to remove the special equipment for this rider. The Company may provide such notice only if the Member has consistently failed to make reasonable efforts at curtailment during the previous Season, and such Member shall be ineligible for service hereunder for a period of twenty-four months. If the Member provides such notice for early contract termination, the Member shall repay to the Company the following percentage of the cumulative credits earned by the Member prior to termination:

* <u>Member Requested Service Termination</u>	<u>Repayment Percentage</u>
After 1st and before 2nd Curtailment Season	30%
After 2nd and before 3rd Curtailment Season	40%
After 3rd and before 4th Curtailment Season	30%
After 4th and before 5th Curtailment Season	20%
After 5th Curtailment Season	None

*(Continued on Sheet No. 95.09.9.2)

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RIDER 32
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*(Continued from Sheet No. 95.09.9.1)

GENERAL.

- * The Company is entitled to expect the Member to Curtail at any time during the Curtailment Season upon proper notice and for any reason, including shortages of available capacity on the Company's system or to avoid serving interruptible/curtailable load from high cost generation or third party sources.

The Schedule of which this rider is a part includes certain general Terms and Conditions. Service hereunder is subject to these Terms and Conditions. Notice provisions contained herein shall not serve to modify the Company's rights contained in Terms and Conditions.

The Company shall not be liable for any damage or injury resulting from the intentional or unintentional curtailment of load served hereunder.

All notices, requests, demands, payments, and other communications, other than Notices of Curtailments, to be given or delivered under or by reason of this rider, shall be in writing and shall be deemed to have been given when delivered personally or two Weekdays after having been sent by registered or certified mail, or overnight courier, with postage or charges prepaid, return receipt requested.